

Exhibit 1

Service Attempted
4:26 p.m. Jan. 13, 2011
Jaime M. Olander

SUPERIOR COURT OF WASHINGTON FOR SNOHOMISH COUNTY

JAIME M. OLANDER, an individual,

NO. 11-2-02284-4

Plaintiff,

SUMMONS

v.

RECONTRUST CORPORATION, a
foreign corporation; BAC HOME LOANS
SERVICING LP, a foreign limited
partnership; and MORTGAGE
ELECTRONIC REGISTRATION
SYSTEMS, INC., a foreign corporation,

Defendants.

TO: RECONTRUST CORPORATION

A lawsuit has been started against you in the above-entitled court by the above-named plaintiff. Plaintiff's claim is stated in the written Complaint, a copy of which is served upon you with this Summons.

To defend against this lawsuit, you must respond to the Complaint by stating your defenses in writing, and serve a copy upon the undersigned attorney for the plaintiff within twenty (20) days after the service of this Summons upon you, excluding the day of service, if served within the State of Washington, or within sixty (60) days after service if served outside the State of Washington, or a default judgment will be entered against you without notice. A default judgment is one where plaintiff is entitled to what (s)he asks for because you have not responded. If you serve a Notice of Appearance on the undersigned attorney, you are entitled to notice before a default judgment may be entered.

SUMMONS - 1

LAW OFFICES OF
JAIME M. OLANDER
318 - 6th Ave. S. Ste 100
Seattle, WA 98104
425 760-0789

1 You may demand that the plaintiff file this lawsuit with the court. If you do so, the
2 demand must be in writing and must be served upon the person signing the Summons.
3 Within fourteen (14) days after you serve the demand, the plaintiff must file this lawsuit
with the court, or the service upon you of this Summons and Complaint will be void.

4 If you wish to seek the advice of an attorney in this matter, you should do so promptly
5 so that your written response, if any, may be served on time.

6 This Summons is issued pursuant to Rule 4 of the Superior Court Civil Rules of the
State of Washington.

7 DATED, January 13, 2011.

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9
10 By 
11 Jaime M. Olander, Pro Se

SUPERIOR COURT OF WASHINGTON FOR SNOHOMISH COUNTY

JAIME M. OLANDER, an individual,

NO. 11-2-02284-4

Plaintiff,

COMPLAINT FOR DAMAGES AND
INJUNCTIVE RELIEF

v.

RECONTRUST CORPORATION, a
foreign corporation; BAC HOME LOANS
SERVICING LP, a foreign limited
partnership; and MORTGAGE
ELECTRONIC REGISTRATION
SYSTEMS, INC., a foreign corporation,

Defendants.

Plaintiff above named states and alleges as follows:

PARTIES

1. Plaintiff resides within Snohomish County, Washington. This action involves legal claims to real property located within Snohomish County, Washington.

2. Upon information and belief, defendant Trustee Recontrust Corporation ("Recontrust"), is a foreign corporation doing business within Snohomish County, and wholly-owned subsidiary of Bank of America N.A.

3. Upon information and belief, defendant BAC Home Loans Servicing LP

COMPLAINT FOR DAMAGES AND INJUNCTIVE RELIEF - 1

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1 ("BAC") is a foreign limited partnership doing business within Snohomish County, and
2 wholly-owned subsidiary of Bank of America N.A.

3 4. Upon information and belief, defendant Mortgage Electronic Registration
4 Systems, Inc., ("MERS") is a foreign corporation doing business within Snohomish
5 County.
6

7 JURISDICTION AND VENUE

8 5. Jurisdiction and Venue are proper in the above-described court for
9 Snohomish County, Washington.

10 ALLEGATIONS COMMON TO ALL CLAIMS

11 6. Plaintiff is the legal owner of that certain residential real property
12 ("Property"), commonly known as 1014 Rucker Avenue, Everett, Washington,
13 Snohomish County Auditor's number(s) 00385421402300.
14

15 7. Plaintiff retained the services of Joe Ennis of Countrywide Home Loans,
16 located in Lynnwood, Washington, to procure financing for the purchase of the
17 Property.

18 8. On or about April 30, 2004, Olander entered into a promissory note and
19 Deed of Trust with First Independent Mortgage Company, as security for a residential
20 real property loan in the principal amount of \$270,750.00.
21

22 9. Prior to the document signing, Olander had dealt only with Ennis, and
23 understood that Countrywide Home Loans was the lender. Olander had had no prior
24 dealings with First Independent Mortgage Company, the nominal lender under the
25 promissory note and Deed of Trust.

26 10. In fact, and upon information and belief, at the time of the signing of the
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1 promissory note and deed of trust, First Independent Mortgage Company, which was
2 listed in the Deed of Trust as "organized and existing under the laws of Washington,"
3 was a defunct Washington Corporation. According to the Washington State Secretary
4 of State Corporation Division, First Independent Mortgage Company's corporate
5 licensing expired on March 31, 2000, more than four years prior to the subject loan
6 transaction. First Independent Mortgage Company was administratively dissolved on
7 July 19, 2000.
8

9 11. In fact, and upon information and belief, at the time of the signing of the
10 promissory note and deed of trust, First Independent Mortgage Company's mortgage
11 broker and/or loan originator license with the State of Washington Department of
12 Financial Institutions had expired, and in fact First Independent Mortgage Company
13 never maintained an office at the return address listed on Olander's deed of trust.
14

15 12. Upon information and belief, First Independent Mortgage Company was
16 illegally and improperly listed as the "Lender" on Olander's promissory note and deed of
17 trust as part of a fraudulent scheme by Countrywide Home Loans, for the purpose of,
18 among other things, charging excessive and illegal fees for originating Olander's loan.
19

20 13. The listing of First Independent Mortgage Company as "Lender" on
21 Olander's promissory note and Deed of Trust violated numerous Washington Statutes,
22 including but not limited to RCW 19.144.080, 19.146.0201, 19.146.103, pertaining to
23 fraudulent acts by mortgage brokers/loan originators, and by extension the Washington
24 Consumer Protection Act, RCW 19.86.010 et seq.

25 14. As First Independent Mortgage Company was neither an existing nor a
26 duly-licensed loan originator and/or mortgage broker at the time the Deed of Trust and
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1 promissory note were executed, the Deed of Trust securing the promissory note was
2 the product of fraud, and void at inception.

3 15. As First Independent Mortgage Company was neither an existing nor a
4 duly-licensed loan originator and/or mortgage broker at the time the Deed of Trust and
5 promissory note were executed, the statutory requirements for a lawfully executed
6 security interest have not been met, and the deed of trust may not be foreclosed
7 through non-judicial trustee's sale.

8 16. As First Independent Mortgage Company was neither an existing nor a
9 duly-licensed loan originator and/or mortgage broker at the time the Deed of Trust and
10 promissory note were executed, any purported assignment of First Independent
11 Mortgage Company's contractual "rights" under the deed of trust are void. No
12 assignment is possible from a non-existent party to a void contract.

13 17. Defendant MERS is not a party to the promissory note and is not a real
14 party in interest with standing to enforce the deed of trust. As specifically set forth in
15 the Deed of Trust at page 2, MERS "is acting solely as a nominee for Lender and
16 Lender's successors and assigns." Having ceased to exist more than four years prior to
17 the subject real property transaction, First Independent Mortgage Company could not in
18 any sense "nominate" MERS to undertake any duty under the Deed of Trust.

19 18. No assignment was ever recorded subsequently prior to September 3,
20 2010, from MERS to Defendant BAC. The purported assignment from MERS to BAC is
21 invalid as there is no valid proof of ownership of the note or rights under the Deed of
22 Trust passing from First Independent Mortgage Company to BAC.

23 19. The purported assignment from MERS to BAC is further invalid in that it
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1 contains information consistent with the recent nationwide "robosigning" scandal. In
2 particular, the assignment is purportedly dated September 1, 2010, but not witnessed
3 by the Notary until the following day, September 2, 2010. This inconsistency creates a
4 reasonable inference that the Notary did not in fact witness the signing of the document
5 by "G. Hernandez."
6

7 20. On or around October 4, 2010, defendant Trustees Recontrust caused a
8 Notice of Trustee's Sale to be served on Olander pursuant to RCW Chapter 61.24, with
9 trustee's sale scheduled for January 21, 2011.

10 21. The Notice of Trustee's Sale contains information consistent with the
11 recent nationwide "robosigning" scandal. In particular, the notice is purportedly dated
12 October 4, 2010, but not witnessed by the Notary until October 20, 2010, more than two
13 weeks later. This inconsistency creates a reasonable inference that the Notary did not
14 in fact witness the signing of the document by "Roseann Bancroft."
15

16 22. RCW 61.24.010 sets forth the qualifications for a trustee. Among other
17 qualifications, the Trustee must be one of the following entities: a domestic corporation;
18 a domestic professional corporation or attorney admitted to the Washington bar; the
19 U.S. Government; or a national bank, savings bank, or savings and loan association
20 chartered under the laws of the United States.
21

22 23. Defendant Recontrust does not meet the requirements set forth in RCW
23 61.24.010. According to information contained on its web site, Recontrust is a "wholly-
24 owned subsidiary" of Bank of America N.A. engaging in foreclosure services.

25 24. The conditions precedent for a trustee's sale under RCW 61.24.030 have
26 not been met.
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1 25. The trustee is not a fiduciary, i.e., it does not owe a duty of highest good
2 faith to the contracting parties. However, RCW 61.24.010(f)(4) imposes a duty of good
3 faith upon the trustee, running to the borrower, beneficiary, and grantor.

4 26. Under RCW 62A.3-103(4), which defines terms of art in connection with
5 negotiable instruments, "good faith" means honesty in fact and observance of
6 reasonable commercial standards of fair dealing."
7

8 27. Recontrust's failure to suspend the trustee's sale in light of the glaring
9 deficiencies contained on the face of the documents constitutes a breach of the
10 trustee's duties under RCW Chapter 61.24.

11 28. The acts and/or omissions of the defendants described herein proximately
12 resulted in damages to plaintiff in an amount to be proven at trial herein.
13

14 **BAD FAITH UNDER RCW CHAPTER 61.24**

15 29. Plaintiff re-alleges paragraphs 1 through 28 as though fully set forth
16 herein.

17 30. The acts and omissions alleged herein were undertaken in negligent
18 and/or intentional disregard for defendants' statutory duties.

19 31. Defendants acted tortiously with respect to plaintiff.
20

21 32. Defendants are liable for plaintiff's injuries and damages, in an amount to
22 be proven at trial.

23 **BREACH OF CONTRACT**

24 33. Plaintiff re-alleges paragraphs 1 through 28 as though fully set forth
25 herein.

26 34. The facts alleged constitute an actionable breach of the agreement
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1 between plaintiff and defendants and/or defendant's predecessors in interest.

2 35. Defendants, as successors in interest, are liable to plaintiff for the
3 damages arising from said breach of agreement, in an amount to be proven at trial.

4 36. As a result of the fraud, misrepresentation, and illegality perpetrated by
5 Defendants and their predecessors, plaintiff is entitled to an order voiding the subject
6 Deed of Trust and promissory note.

7 37. Plaintiff is entitled to recover reasonable attorney's fees and costs
8 incurred herein, as provided for in the promissory note and/or the Deed of Trust.

9
10 INJUNCTIVE RELIEF

11 38. Plaintiff re-alleges paragraphs 1 through 28 as though fully set forth
12 herein.

13 39. Plaintiff is entitled to injunctive relief, pursuant to, without limitation, RCW
14 61.24.130, against all of the Defendants, enjoining the pending Trustee's Sale which
15 has been scheduled by Recontrust to sell the real property at public auction based
16 upon its failure to comply with the requirements of RCW Chapter 61.24 in the
17 performance, execution and service of the Notice of Default and/or Notice of Trustee's
18 Sale, and upon fraud, material misrepresentation, and illegality in the inception voiding
19 the Deed of Trust and promissory note.

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21
22 RCW CHAPTER 19.144, 19.146 VIOLATIONS

23 40. Plaintiff re-alleges paragraphs 1 through 28 as though fully set forth
24 herein.

25 41. Through their acts and/or omissions, defendants engaged in unlawful
26 conduct under RCW Chapters 19.144 and 19.146.

1 42. Plaintiff was harmed as a direct and proximate result of defendants'
2 unlawful conduct.

3 43. Defendants are liable for damages proximately caused by their unlawful
4 conduct in an amount to be proven at trial.
5

6 RCW CHAPTER 19.86 VIOLATIONS

7 44. Plaintiff re-alleges paragraphs 1 through 28 as though fully set forth
8 herein.

9 45. Plaintiff is entitled to recover all available damages under RCW Chapter
10 19.86 under RCW 19.146.100.

11 RESERVATION

12 46. Plaintiff reserves the right to amend his complaint.
13

14 PRAYER FOR RELIEF

15 WHEREFORE, plaintiff respectfully prays for judgment against defendants as
16 follows:

17 1. For special, general, incidental, consequential, and exemplary damages in
18 an amount to be proven at trial;

19 2. For reasonable attorney's fees and costs incurred herein;

20 3. For prejudgment and post-judgment interest in the maximum amount
21 allowed by law;

22 4. For judgment enjoining all or some of the defendants, as the Court deems
23 appropriate, from conducting the above referenced Trustee's Sale to sell plaintiff's real
24 property at public auction;

25 5. For such other and further relief as the Court deems just and equitable.
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1 DATED, January 13, 2011.

2
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4 By Jaime M. Olander
5 Jaime M. Olander, *Pro Se*
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COMPLAINT FOR DAMAGES AND INJUNCTIVE RELIEF - 9

LAW OFFICES OF
JAIME M. OLANDER
318 - 6th Ave. S. Ste 100
Seattle, WA 98104
425 760-0789

COPY RECEIVED

2011 JAN 13 PM 2: 26

SHOULD BE FILED WITH
SUPERIOR COURT

**SUPERIOR COURT OF WASHINGTON
IN AND FOR SNOHOMISH COUNTY**

Jaime M. Olander

CASE NO. 11-2-02284-4

CALENDAR NOTE: (NTC)

Plaintiff/Petitioner(s)

CIVIL MOTIONS –
JUDGES' CALENDARS

VS.

Recontrust Corp., et al.

Unless otherwise provided by applicable rule or statute,
this form and the motion must be filed with the Clerk
not later than five (5) court days preceding the date
requested. CR 6(d)

Defendant/Respondent(s)

****SEE "WHERE TO NOTE VARIOUS MATTERS" ON PAGE 2, TO DETERMINE WHAT MOTIONS ARE
TO BE SET BEFORE THE CIVIL MOTIONS JUDGE VERSUS THE CIVIL MOTIONS COMMISSIONER
VERSUS THE PRESIDING JUDGE.**

TO: The Clerk of Court:

PRESIDING JUDGE'S CALENDAR

Date requested: _____
(mm/dd/yyyy)

Monday through Friday @ 9:00 a.m.
Department as Assigned

Nature of hearing: _____

(Confirm hearing at 425-388-3587)

JUDGE'S CIVIL MOTIONS CALENDAR

Date requested: Thursday, January 20, 2011
(mm/dd/yyyy)

Tuesday through Friday @ 9:30 a.m.
Department as Assigned

Nature of hearing: Motion for Preliminary Injunction w/
Motion to Shorten Time for Hearing

(Confirm hearing at 425-388-3587)

WARNING: The moving party **MUST CONFIRM** by calling 425-388-3587 two (2) court days prior to the hearing **BEFORE 12:00 noon**, in order for the matter to be heard.

Failure to notify the Court of a continuance or strike may result in sanctions and/or terms. SCLCR 7(b)(2)(H).

This form cannot be used for trial settings. SCLMAR 2.1 40(b).

See below for other confirmation and noting information.

CERTIFICATE OF SERVICE BY MAIL:

I hereby certify that a copy of this document and all documents listed on page 3 have been mailed to the attorneys/parties listed on page 3, postage prepaid on the: **HAND DELIVERED**

Noted by:

(Signature)

(Printed name)

WSBA#

Date (mm/dd/yyyy): 01/13/2011

(Signature)

Jaime M. Olander

(Printed name)

Attorney for: (CHECK ONE)

☐ Petitioner/Plaintiff

☐ Respondent/Defendant

☒ Pro Se

WHERE TO NOTE VARIOUS MATTERS:

COMMISSIONER CIVIL MOTIONS:

The following are heard on the Court Commissioner's Civil Motion Calendar: Defaults, Discovery Motions and enforcement thereof; Supplemental Proceedings; Unlawful Detainer or Eviction & Receiver actions; Motions to Amend Pleadings and Petitions for Restoration of the Right to Possess Firearms. Probate and Guardianship matters are set on the Probate/Guardianship calendar.

PRESIDING JUDGE'S TRIAL CONTINUANCE CALENDAR:

The following motions are heard on Presiding Judge's Trial Continuance Calendar: trial continuance, pre-assignment, expedited trial date, jury trial (untimely demand), motion to waive mediation requirement.

****All other civil motions are heard before the Civil Motions Judge****

EXTENDED MOTIONS BEFORE A COMMISSIONER: Extended motions are set by the Court Commissioner, not by a party or by counsel.

CONFIRMATION NOTES: All matters set on the Judge's Civil Motion Calendar, Presiding Judge's Trial Continuance Calendar or Court Commissioner Calendars must be confirmed at 425-388-3587 two (2) court days prior to the hearing **BEFORE 12:00 noon**. All other matters noted before an individual judge must be confirmed/continued by his/her law clerk. Adoptions, reasonableness hearings and minor settlements are specially set and confirmed through the Civil Motions Judge's Law Clerk at 425-388-3421. If you reach voice mail when confirming, you must leave the requested information or the matter will not be confirmed/continued.

Calendar Notes should be filed at:

Snohomish County
Superior Court Clerk's Office
3000 Rockefeller Ave M/S 605
Everett, WA 98201

All Motions Heard At:

Snohomish County
Superior Court
3000 Rockefeller Ave
Everett, WA 98201

Please print the names, addresses etc. of all other attorneys in this case and/or all other parties requiring notice.

Name: Recontrust Corporation WSBA#: N/A
 Address: 1801 West Bay Drive NW Phone # _____ Ext. _____
Olympia, WA 98502
 Attorney for: (CHECK ONE)
☐ Petitioner/Plaintiff ☐ Respondent/Defendant
☐ Pro Se

Name: _____ WSBA#: _____
 Address: _____ Phone # _____ Ext. _____
 Attorney for: (CHECK ONE)
☐ Petitioner/Plaintiff ☐ Respondent/Defendant
☐ Pro Se

Name: _____ WSBA#: _____
 Address: _____ Phone # _____ Ext. _____
 Attorney for: (CHECK ONE)
☐ Petitioner/Plaintiff ☐ Respondent/Defendant
☐ Pro Se

Name: _____ WSBA#: _____
 Address: _____ Phone # _____ Ext. _____
 Attorney for: (CHECK ONE)
☐ Petitioner/Plaintiff ☐ Respondent/Defendant
☐ Pro Se

Name: _____ WSBA#: _____
 Address: _____ Phone # _____ Ext. _____
 Attorney for: (CHECK ONE)
☐ Petitioner/Plaintiff ☐ Respondent/Defendant
☐ Pro Se

HAND DELIVERED CALENDAR NOTE, MOTION TO
 SHORTEN TIME, MOTION FOR PRELIMINARY INJUNCTION,
 DECLARATION OF JAIME M. OLANDER, ATTACHED
 EXHIBITS 2-8.

List all documents mailed: _____

SUPERIOR COURT OF WASHINGTON FOR SNOHOMISH COUNTY

JAIME M. OLANDER, an individual,

Plaintiff,

v.

RECONTRUST CORPORATION, a
foreign corporation; BAC HOME LOANS
SERVICING LP, a foreign limited
partnership; and MORTGAGE
ELECTRONIC REGISTRATION
SYSTEMS, INC., a foreign corporation,

Defendants.

NO. 11-2-02284-4

PLAINTIFF'S MOTION TO
SHORTEN TIME

Plaintiff Jaime Olander, *pro se*, moves the Court for an Order shortening time to
hear Plaintiff's Motion For Preliminary Injunction.

Date set for hearing: January 20, 2011

Date motion served: January 13, 2011

Date motion sent for filing: January 13, 2011

Date motion would be heard
if motion not granted: January 21, 2011

Date of Trustee's sale: January 21, 2011

PLAINTIFF'S MOTION TO SHORTEN TIME - 1

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JAIME M. OLANDER
318 - 6th Ave. S. Ste 100
Seattle, WA 98104
425 760-0789

Authority

The Civil Rules permit the Court to shorten the time for hearing on a motion for good cause shown. Black's defines "good cause" as "a legally sufficient reason." *Black's Law Dictionary* (3d Ed. 2006).

In the present case, good cause exists to shorten the time for hearing on Olander's Motion for Preliminary Injunction. Under RCW 61.24.130, the trustee is entitled to 5 days notice of the Motion. The trustee will receive 7 days notice of the Motion. The statute makes no reference to the Civil Rules, but the trustee will receive the statutorily mandated notice even if Saturday and Sunday are omitted from the five-day period. Accordingly, the trustee is not prejudiced by this Motion.

If the Court does not hear the motion on January 20, 2011, the trustee will sell Olander's real property to the highest bidder on January 21, 2011. If that sale is later invalidated for any reason, significant resources, judicial, private, and otherwise, will have been expended for no reason.

Olander respectfully requests an order shortening time to hear his Motion for Preliminary Injunction.

DATED, January 13, 2011.

By 
Jaime M. Olander, Pro Se

LAW OFFICES OF
JAIME M. OLANDER
318 - 6th Ave. S. Ste 100
Seattle, WA 98104
125 760-0789

CERTIFICATE OF SERVICE

The undersigned certifies that on January 13, 2011, he caused a copy of this document, along with attachments and accompanying documents, to be served on the trustee via hand delivery.

DATED, January 13, 2011, at Seattle, Washington.


Jaime M. Olander

LAW OFFICES OF
JAIME M. OLANDER
318 - 6th Ave. S. Ste 100
Seattle, WA 98104
425 760-0789

SUPERIOR COURT OF WASHINGTON FOR SNOHOMISH COUNTY

JAIME M. OLANDER, an individual,

Plaintiff,

v.

RECONTRUST CORPORATION, a
foreign corporation; BAC HOME LOANS
SERVICING LP, a foreign limited
partnership; and MORTGAGE
ELECTRONIC REGISTRATION
SYSTEMS, INC., a foreign corporation,

Defendants.

NO. 11-2-02284-4

PLAINTIFF'S MOTION FOR
PRELIMINARY INJUNCTION

I. Relief Requested

Plaintiff Jaime M. Olander moves the Court for entry of a preliminary injunction enjoining the defendants, Recontrust Corporation ("Recontrust"), BAC Home Loans Servicing LP ("BAC"), and Mortgage Electronic Registration Systems, Inc. ("MERS"), under that certain deed of trust originally recorded April 30, 2004, under Snohomish County Auditor's File No. 200404300433, from conducting a Trustee's Sale to sell at public auction the Plaintiff's real property, located at 1014 Rucker Avenue, Everett, Washington, pursuant to a notice of Trustee's Sale dated October 4, 2010. This Motion is made pursuant to Washington Civil Rule 65 and RCW 61.24.130.

PLAINTIFF'S MOTION FOR PRELIMINARY INJUNCTION - 1

LAW OFFICES OF
JAIME M. OLANDER
318 - 6th Ave. S. Ste. 100
Seattle, WA 98104
425 760-0789

II. Statement of Facts

A. Issues of illegality involving the Deed of Trust.

Based on serious defects and illegality in the underlying Deed of Trust, Plaintiff seeks a preliminary injunction to enjoin Recontrust from conducting a trustee's sale, scheduled for Friday, January 21, 2011, to sell plaintiff's property at public auction.

Plaintiff Jaime M. Olander is the legal owner of that certain residential real property ("Property"), commonly known as 1014 Rucker Avenue, Everett, Washington, Snohomish County Auditor's number(s) 00385421402300. See Declaration of Jaime M. Olander attached hereto as Exhibit 1, at para. 3.

In or around March 2004, Olander retained the services of Joe Ennis of Countrywide Home Loans, located in Lynnwood, Washington, to procure financing for the purchase of the Property. Ex. 1, para. 3. Olander retained Ennis based on the personal referral of a mutual friend. Ex. 1, para. 3. On or about April 30, 2004, Olander entered into a promissory note and Deed of Trust with First Independent Mortgage Company, as security for a residential real property loan in the principal amount of \$270,750.00. See Exhibit 2, true copy of excerpt of Deed of Trust, pgs. 1-3, 15.

Prior to the document signing, Olander had dealt only with Ennis, and understood that Countrywide Home Loans was the lender under the promissory note and deed of trust. Ex. 1, para. 4. Olander had had no prior dealings with First Independent Mortgage Company, the nominal lender under the promissory note and Deed of Trust. Ex. 1, para. 4. Ennis never mentioned to Olander that First Independent Mortgage Company would be the lender in the transaction. Ex. 1, para. X. Instead, Ennis had Stewart Title, the initial trustee under the Deed of Trust, schedule the document signing on April 30, 2004, immediately prior to closing. Ex. 1, para. 5. Olander was given only a short period of time to review the documents, approximately 50 pages in all, prior to signing. Ex. 1, para. 5. Based on the representations of Ennis

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JAIME M. OLANDER
 318 - 6th Ave. S, Ste. 100
 Seattle, WA 98104
 425 760-0789

PLAINTIFF'S MOTION FOR PRELIMINARY INJUNCTION - 2

1 and Stewart Title that the documents were bona fide, Olander executed the Deed of
2 Trust. Ex. 1, para. 5. The only other option available was to refuse to sign the
3 documents, at which point the property would have been gone to one of the other
4 potential buyers.

5 It was only years later, in 2008, that Olander learned of the investigation of
6 Countrywide Home Loans by the Washington Attorney General's Office for unfair and
7 deceptive loan origination practices, including the issuance of minimal documentation
8 or so-called "liar loans." See Exhibit 3, true copy of press release of Office of the
9 Attorney General dated October 6, 2008. As part of the settlement between
10 Countrywide Home Loans and the State of Washington, Countrywide (and its
11 successor, defendant BAC) was required to offer loan modification to borrowers in
12 danger of losing their homes through foreclosure. Ex. 3.

13 The loan Ennis arranged for Olander was a minimal documentation loan, and
14 was therefore covered under the Countrywide settlement. Ex. 1, para. 6. Olander was
15 never informed by Ennis that he could have potentially qualified for less expensive
16 funding by, for example, going through a more detailed qualification process. Ex. 1,
17 para. 6. Olander now believes that Ennis was encouraged by Countrywide to arrange
18 minimal documentation loans, as such loans generated additional fees for Countrywide
19 and Ennis, at the borrower's expense. However, in 2004, the subprime mortgage crisis
20 was several years away, and Olander had no reason to doubt that Ennis was acting in
21 his best interests. Ex. 1, para. 7.

22 Contrary to the requirements of the Countrywide Settlement, defendant BAC has
23 never offered Olander assistance in restructuring his loan or otherwise avoiding
24 foreclosure. Ex. 1, para. 8. To date, at least one state has brought suit against Bank of
25 America for failing to honor the terms of the Countrywide settlement with respect to
26 foreclosure relief. See Exhibit 4, true copy of press release, Office of Attorney General
27

1 Terry Goddard, dated December 17, 2010, announcing lawsuit by Arizona against Bank
2 of America "alleging violations of the Arizona Consumer Fraud Act and violations of the
3 consent judgment entered into March 2009 between Arizona and the Countrywide
4 companies owned by Bank of America."

5 **In fact, the subject Deed of Trust contains direct evidence of fraud,**
6 **misrepresentation, and illegality on the part of Countrywide.** As set forth above,
7 the nominal "lender," First Independent Mortgage Company, was listed in the Deed of
8 Trust as "organized and *existing* under the laws of Washington" (emph. added).
9 However, according to the Washington State Secretary of State Corporations Division,
10 First Independent Mortgage Company's corporate licensing expired on March 31, 2000,
11 more than four years prior to the subject loan transaction. See Exhibit 5, true copy of
12 Corporations Division search result for Washington corporation First Independent
13 Mortgage Company, Inc. First Independent Mortgage Company was administratively
14 dissolved on July 19, 2000.

15 Mortgage brokers and loan originators are regulated by the Department of
16 Financial Institutions under RCW Chapters 19.144 and 19.146. A person may not
17 engage in the business of a mortgage broker or loan originator without first obtaining
18 and maintaining a license. RCW 19.146.200. At the time of the signing of the
19 promissory note and deed of trust on April 30, 2004, First Independent Mortgage
20 Company's mortgage broker and/or loan originator license with the State of Washington
21 Department of Financial Institutions had expired, and in fact First Independent
22 Mortgage Company never maintained an office at the return address listed on
23 Olander's deed of trust. See Exhibit 6, true copy of Department of Financial Institutions
24 licensee database search result.

25 At all times following the closing of the subject real property transaction,
26 Countrywide Home Loans acted as the lender and beneficiary under the deed of trust
27

1 and promissory note. In light of the subsequent consumer fraud investigation, closure
2 of Countrywide's offices, and merger with Bank of America, a reasonable inference can
3 be drawn that First Independent Mortgage Company was illegally and improperly listed
4 as the "Lender" on Olander's promissory note and deed of trust as part of a fraudulent
5 scheme for the purpose of, among other things, charging excessive and illegal
6 origination fees.

7 The Deed of Trust is a security interest and a real estate contract. It must be
8 free from fraud and misrepresentation in the inception in order to be binding and
9 enforceable against Olander. The Deed of Trust Act is strictly construed in favor of the
10 borrower. As First Independent Mortgage Company was neither an existing nor a duly-
11 licensed loan originator and/or mortgage broker at the time the Deed of Trust and
12 promissory note were executed, the statutory requirements for a lawfully executed
13 security interest have not been met, and the deed of trust may not be foreclosed
14 through non-judicial trustee's sale.

15 Further, since First Independent Mortgage Company was neither an existing nor
16 a duly-licensed loan originator and/or mortgage broker at the time the Deed of Trust
17 and promissory note were executed, any purported assignment of First Independent
18 Mortgage Company's contractual "rights" under the deed of trust are void. No
19 assignment is possible from a non-existent party to a void contract. Defendant MERS
20 is not a party to the promissory note, and is not a real party in interest with standing to
21 enforce the deed of trust.

22 As specifically set forth in the Deed of Trust at page 2, MERS "is acting solely as
23 a *nominee* for Lender and Lender's successors and assigns." See Deed of Trust, Ex. 2
24 at p. 2 (emph. added). Having ceased to exist more than four years prior to the subject
25 real property transaction, First Independent Mortgage Company could not in any sense
26 "nominate" MERS to undertake any duty under the Deed of Trust.
27

B. Issues of illegality involving the Notice of Trustee's Sale.

No assignment of contractual rights under the Deed of Trust was recorded prior to September 3, 2010. On that date, MERS attempted to assign First Independent Mortgage Company's rights as beneficiary to Defendant BAC. See Exhibit 6, true copy of Corporation Assignment of Deed of Trust dated September 3, 2010. However, as set forth above, MERS had no power to make any assignment of First Independent Mortgage Company's contractual rights under the Deed of Trust.

The purported assignment from MERS to BAC is further invalid in that it contains information consistent with the recent nationwide "robosigning" scandal. In particular, the assignment is purportedly dated September 1, 2010, but not witnessed by the Notary until the following day, September 2, 2010. This inconsistency creates a reasonable inference that the Notary did not in fact witness the signing of the document by "G. Hernandez." Ex. 6.

On or around October 4, 2010, defendant Trustee Recontrust caused a Notice of Trustee's Sale to be attached to Olander's front door, with trustee's sale scheduled for January 21, 2011. See true copy of Notice of Trustee's Sale, attached as Exhibit 7. The Notice purports to be authorized by MERS under the September 3, 2010 assignment to BAC. Ex. 7 at p. 1. However, as set forth above, the purported assignment is not valid, and therefore the Notice of Trustee's Sale is not valid.

Additionally, the Notice of Trustee's Sale contains information consistent with the recent nationwide "robosigning" scandal. In particular, the notice is purportedly dated October 4, 2010, but not witnessed by the Notary until October 20, 2010, more than two weeks later. Ex. 7 at p. 4. This inconsistency creates a reasonable inference that the Notary did not in fact witness the signing of the document by "Roseann Bancroft."

Defendant Recontrust does not meet any of the requisites to act as trustee under the subject Deed of Trust. According to information contained on its web site,

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1 Recontrust is a "wholly-owned subsidiary" of Bank of America N.A, engaging in
 2 foreclosure services. Recontrust is not an appropriate entity; as a wholly-owned
 3 subsidiary of Bank of America, it violates the "same entity" prohibition under RCW
 4 61.24.020; and it did not obtain proof that BAC owned or had ownership rights with
 5 respect to the promissory note prior to recording the Notice of Trustee's Sale. Defendant
 6 Recontrust's failure to qualify as Trustee alone is sufficient to enjoin the Trustee's Sale
 7 under the strict construction requirements of the Deed of Trust Act.

8 **III. Evidence Relied Upon**

9 Plaintiff relies upon the Declaration of Jaime M. Olander, the Exhibits attached
 10 thereto, and upon all of the Pleadings and Papers on filed herein.

11 **IV. Argument**

12 **A. Legal Standard For Injunctive Relief.**

13 Pursuant to RCW 61.24.130(1), "any person who has an interest in . . . the
 14 property or some part thereof . . . [may] restrain, on any proper legal or equitable
 15 grounds, a trustee's sale." A party seeking to enjoin a trustee's sale must move for a
 16 temporary injunction or restraining order and provide five days' notice to the trustee of
 17 the attempt to seek the order. *Plein v. Lackey*, 149 Wn.2d 214, 225-6, 67 P.3d 1061
 18 (2003).

19 "A party seeking a preliminary injunction must establish 1) a clear legal or
 20 equitable right, 2) a well-grounded fear of immediate invasion of that right, and 3) that
 21 the acts complained of either have or will result in actual and substantial injury." *San*
 22 *Juan County v. No New Gas Tax*, 160 Wn.2d 11, 153, 157 P.3d 831 (2007).

23 At a preliminary injunction hearing, the plaintiff need not prove and the
 24 trial court does not reach or resolve the merits of the issues underlying
 25 these above three requirements for injunctive relief. Rather, the trial court
 26 considers only the likelihood that the plaintiff will ultimately prevail at a trial
 27 on the merits by establishing that he has a clear legal or equitable right,
 28 that he reasonably fears will be invaded. . . resulting in substantial harm.

1 *Northwest Gas Ass'n v. Utils. & Transp. Comm'n*, 141 Wn. App. 98, 116, 168 P.3d 443
 2 (2007)(citations omitted).

3 **B. Olander has a clear legal and/or equitable right to a foreclosure**
 4 **process conducted in accordance with RCW Chapter 61.24.**

5 Olander has a clear legal and equitable right to ensure that the nonjudicial
 6 foreclosure proceedings are conducted in accordance with the provisions of, and
 7 protections afforded by, RCW Chapter 61.24:

8 Since the statutes allowing for nonjudicial foreclosure dispense with many
 9 protections commonly enjoyed by borrowers, **"lenders must strictly**
comply with the statutes, and courts must strictly construe the
statutes in the borrower's favor."

10 *CHD, Inc. v. Boyles*, 138 Wn. App. 131, 137, 157 P.3d 415 (2007)(citations
 11 omitted)(emph. added).

12 The first factor, the existence of a clear legal or equitable right, requires the
 13 moving party to show that it is likely to prevail on the merits. *San Juan County, supra*,
 14 at 154. The evidence submitted in support of this motion indicates that Olander is likely
 15 to prevail on the merits with respect to his claims.

16 First, the Deed of Trust is facially defective. The nominal "lender," First
 17 Independent Mortgage Company, was administratively dissolved nearly four years
 18 before the Deed of Trust was executed. Further, the Lender had no brokerage or loan
 19 originator licensing as of the date of the Deed of Trust, and never registered the
 20 address set forth in the Deed of Trust with the Department of Financial Institutions at
 21 any time. These facts give rise to a very strong inference that First Independent
 22 Mortgage Company was inserted as the nominal lender in the Deed of Trust for some
 23 unlawful purpose, and in fact, it is unlawful for a loan originator to do business without a
 24 license in any event.

25 RCW 19.146.200 prohibits a mortgage broker or loan originator from engaging in
 26 business without obtaining and maintaining a license. RCW 19.144.080, 19.146.130,
 27

1 and 19.146.0201 contain extensive anti-fraud and consumer protection provisions, and
 2 in particular prohibit any "scheme, device or artifice to defraud or materially mislead any
 3 borrower; knowingly make any misstatement, misrepresentation, or omission; or receive
 4 any proceeds or anything of value in connection with a residential mortgage closing that
 5 such person knew resulted from a violation." RCW 19.144.080. RCW 19.146.100
 6 further makes any violation of the provisions of RCW 19.146 a Consumer Protection
 7 Act violation.

8 A contract that is the product of or is procured through illegality is void, or at the
 9 very least, voidable by the victim, in this case, by Olander. Further, the Notice of
 10 Trustee's Sale in the present case relies upon a chain of ownership of the promissory
 11 note that is wholly defective. Because First Independent Mortgage Company was
 12 defunct and unlicensed at the time the Deed of Trust was formed, it could not validly
 13 enter into a real estate contract, or nominate MERS as its agent for purpose of further
 14 assignment. The Notice of Trustee's Sale relies upon the September 3, 2010
 15 assignment by MERS to BAC of First Independent Mortgage Company's interests.
 16 However, that assignment is defective on its face, the underlying Deed of Trust is void,
 17 and BAC cannot establish that it is the actual owner of the promissory note, a
 18 prerequisite to foreclosure.

19 Apart from the defects in the underlying Deed of Trust, the trustee has not
 20 complied with the requirements for a valid non-judicial sale. Under RCW Chapter
 21 61.24, the trustee under a deed of trust owes a duty of good faith both the grantor and
 22 the beneficiary, and must act impartially between them. *Cox. v. Helenius*, 103 Wn.2d
 23 383, 693 P.2d 683 (1985). While the trustee is not a true fiduciary, the 2009
 24 amendments to the act included RCW 61.24.010(f)(4), which imposes a duty of good
 25 faith upon the trustee, running to the borrower, beneficiary, and grantor. "Good faith"
 26 means honesty in fact and observance of reasonable commercial standards of fair
 27

28 PLAINTIFF'S MOTION FOR PRELIMINARY INJUNCTION - 9

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1 dealing. RCW 62A.3-103(4).

2 RCW 61.24.010 sets forth the qualifications for a trustee. In order for the Notice
3 of Trustee's Sale to be valid, the Trustee must be one of the following entities: a
4 domestic corporation; a domestic professional corporation or attorney admitted to the
5 Washington bar; the U.S. Government; or a national bank, savings bank, or savings
6 and loan association chartered under the laws of the United States.

7 RCW 61.24.020 provides that "[n]o person, corporation or association may be
8 both trustee and beneficiary under the same deed of trust."

9 RCW 61.24.030(7)(a) further provides that, "for residential property, before the
10 notice of trustee's sale is recorded, transmitted, or served, the trustee shall have proof
11 that the beneficiary is the owner of any promissory note or other obligation secured by
12 the deed of trust."

13 Defendant Recontrust does not meet any of the requisites to act as trustee under
14 the subject Deed of Trust. According to information contained on its web site,
15 Recontrust is a "wholly-owned subsidiary" of Bank of America N.A, engaging in
16 foreclosure services. Recontrust is not an appropriate entity; as a wholly-owned
17 subsidiary of Bank of America, it violates the "same entity" prohibition under RCW
18 61.24.020; and it did not obtain proof that BAC owned or had ownership rights with
19 respect to the promissory note prior to recording the Notice of Trustee's Sale. Defendant
20 Recontrust's failure to qualify as Trustee alone is sufficient to enjoin the Trustee's Sale
21 under the strict construction requirements of the Deed of Trust Act.

22 Beyond the failure of the Trustee's qualifications, the documents appear to
23 violate the strict construction standard of the Deed of Trust Act. For example, the
24 Notary Seal on the Notice of Trustee's Sale indicates that the Trustee's signature was
25 not witnessed until more than two weeks after the Notice was signed. This discrepancy
26 is consistent with failures discovered and reported in the media as the "robosigning"

1 scandal, in which documents were hastily prepared without proper notarization as
 2 required by law. The discrepancies in the documents raise a reasonable inference that
 3 the Notice of Trustee's Sale and supporting documents were prepared in violation of
 4 the notary requirement.

5 The facts detailed herein establish good cause to conclude that the foreclosure
 6 process has been compromised, and has not been conducted in accordance with RCW
 7 Chapter 61.24. More importantly from Olander's standpoint, it appears that the Deed of
 8 Trust itself is fatally flawed by illegality, thereby invalidating the security interest.

9 **C. Olander has a well-grounded fear of immediate invasion of his right**
 10 **to continued ownership and possession of the property.**

11 There is no dispute that Olander satisfies the second requirement of injunctive
 12 relief. Olander's fear of an immediate invasion of his property interest, and of his right
 13 to a non-judicial foreclosure that is fair and unaffected by bad faith, conflicts of interest,
 14 and breach of fiduciary duties, is well-grounded. If the pending trustee's sale is not
 15 enjoined, Recontrust will sell the property at public auction, and plaintiff's ownership
 16 interest in the property will be terminated, despite the deficiencies outlined above.

17 **D. The trustee's sale will result in actual and substantial injury to**
 18 **Olander.**

19 Similarly, there is no dispute that Olander satisfies the third requirement for
 20 injunctive relief. Public sale of the property will terminate Olander's ownership interest
 21 in the property, despite Recontrust's failure to strictly comply with the requirements of
 22 RCW Chapter 61.24 regarding notice, despite Recontrust's breach of duties and conflict
 23 of interest, and despite the flaws in the underlying documents.

24 **E. Competing equities weigh in favor of granting Olander's motion for**
 25 **injunctive relief.**

26 Injunctive relief is addressed to the Court's equitable powers. Black's defines
 27 "equity" as "fairness; impartiality; evenhanded dealing." *Black's Law Dictionary* (3d Ed.
 28

2006). The Court's examination "includes balancing the relative interests of the parties and, where appropriate, . . . the interests of the public."

Fairness, impartiality, and evenhanded dealing are all conspicuously absent from the actions and omissions of Countrywide, Recontrust, and BAC in this case. Recontrust has unquestionably deviated from the standards of good faith and fair dealing dictated by RCW Chapter 61.24; it does not even qualify to act as Trustee under applicable law. As a result, a public sale on January 21, 2011 will likely be declared void in any event.

F. The Court should waive the security requirement.

An exemption from the security requirement for enjoining a trustee's sale exists where there are allegations of bad faith. *Bowcutt v. Delta N. Star Corp.*, 95 Wn. App. 311 (1999). The *Bowcutt* court held that the bonding requirements of the Deed of Trust Act (RCW 61.24.130(1)) were intended to protect good faith lenders.

Under *Bowcutt*, the defendants in the present case are not entitled to security. The lender cannot be considered to have acted in good faith where the Deed of Trust and promissory note were procured through fraud and illegality. Under these circumstances, BAC will suffer no unfair prejudice as a result of an injunction, as the security interest is defective, and the sale is likely voidable in any event. Accordingly, the Court should dispense with the security requirement under RCW 61.24.130(1).

VI. Conclusion

Plaintiff Jaime M. Olander respectfully requests relief as set forth herein, to include an order enjoining the trustee's sale set for Friday, January 21, 2011, without bond or other security.

DATED, January 13, 2011.

1
2 By Jaime M. Olander
3 Jaime M. Olander, Pro Se
4

5 **CERTIFICATE OF SERVICE**

6 The undersigned certifies that on January 13, 2011, he caused a copy of this
7 document, along with attachments and accompanying documents, to be served on the
8 Trust Recontrust Corporation.
9

10 DATED, January 13, 2011, at Seattle, Washington.

11 Jaime M. Olander
12 Jaime M. Olander
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SUPERIOR COURT OF WASHINGTON FOR SNOHOMISH COUNTY

JAIME M. OLANDER, an individual,

Plaintiff,

v.

RECONTRUST CORPORATION, a
foreign corporation; BAC HOME LOANS
SERVICING LP, a foreign limited
partnership; and MORTGAGE
ELECTRONIC REGISTRATION
SYSTEMS, INC., a foreign corporation,

Defendants.

NO. 11-2-02284-4

DECLARATION OF JAIME M.
OLANDER

Jaime M. Olander, under penalty of perjury under the laws of Washington,
declares as follows:

1. I am plaintiff herein, over the age of 21, competent to testify, and make
this declaration from personal knowledge.

2. I am the legal owner of that certain residential real property ("Property"),
commonly known as 1014 Rucker Avenue, Everett, Washington, Snohomish County
Auditor's number(s) 00385421402300.

3. In or around March 2004, I retained the services of Joe Ennis of

DECLARATION OF JAIME M. OLANDER - 1

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Seattle, WA 98104
125 760-0789

1 Countrywide Home Loans, located in Lynnwood, Washington, to procure financing for
2 the purchase of the Property, on the basis of a personal referral from a mutual
3 acquaintance.

4 4. Prior to the document signing, I had dealt only with Ennis, and understood
5 that Countrywide Home Loans was the lender under the promissory note and deed of
6 trust. I had had no prior dealings with First Independent Mortgage Company, the
7 nominal lender under the promissory note and Deed of Trust. Ennis never mentioned
8 to me that First Independent Mortgage Company would be the lender in the transaction.
9

10 5. Ennis had Stewart Title, the initial trustee under the Deed of Trust,
11 schedule the document signing on April 30, 2004, immediately prior to closing. I was
12 given only a short period of time to review the documents, approximately 50 pages in
13 all, prior to signing. Based on the representations of Ennis and Stewart Title that the
14 documents were bona fide, I executed the Deed of Trust.
15

16 6. I later learned that Countrywide Home Loans had engaged in widespread
17 unfair and deceptive practices around the country at the time I received my financing.
18 The loan Ennis arranged for me was a minimal documentation loan, and was therefore
19 covered under the Countrywide settlement with the Washington Attorney General in
20 2008. I was never informed by Ennis that he could have potentially qualified for less
21 expensive funding by, for example, going through a more detailed qualification process.
22

23 7. I now believe that Ennis was encouraged by Countrywide to arrange
24 minimal documentation loans, as such loans generated additional fees for Countrywide
25 and Ennis, at the borrower's expense. However, in 2004, the subprime mortgage crisis
26 was several years away, and I had no reason to doubt that Ennis was acting in my best
27
28

DECLARATION OF JAIME M. OLANDER - 2

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425 760-0789

1 interests.

2 8. Contrary to the requirements of the Countrywide Settlement with the State
3 of Washington, defendant BAC has never offered me assistance in restructuring my
4 loan or otherwise avoiding foreclosure under the provisions of the settlement.
5

6 9. Attached hereto are true and correct copies of Plaintiff's Exhibits 1
7 Through 8.

8 DATED, January 13, 2011, at Seattle, Washington.
9

10
11 By 
12 Jaime M. Olander, Pro Se
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DECLARATION OF JAIME M. OLANDER - 3

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Seattle, WA 98104
425 760-0789

EXHIBIT 2



200404300433 16 PGS
04-30-2004 11:02am \$35.00
SNOHOMISH COUNTY, WASHINGTON

After Recording Return To
FIRST INDEPENDENT MORTGAGE COMPANY
110-110TH AVENUE NE #520
BELLEVUE, WASHINGTON 98004

STEWART 76562

(Space Above This Line For Recording Data)

Loan Number: 34030186 **DEED OF TRUST**
MIN 1001883-0034030186-6

Grantor(s) (Last name first, then first name and initials)

1 OLANDER, JAIME
2 OLANDER, PAMELA

3
4
5
6

☐ Additional names on page of document

Grantee(s) (Last name first, then first name and initials)

1 MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. (MERS)
2 LENDER - FIRST INDEPENDENT MORTGAGE COMPANY
3 TRUSTEE - STEWART TITLE
4
5
6

☐ Additional names on page of document

Legal Description (abbreviated i.e., lot, block, plat or section, township, range)

LT(S) 23 AND 24, BLK. 214, BAILEY ADDITION TO EVERETT

Full legal description on page 3 of document

Assessor's Property Tax Parcel(s) or Account Number(s) 00385421402300

Reference Number(s) Assigned or Released

☐ Additional references on page of document

Borrower Initials JO PO

WASHINGTON-Single Family
Fannie Mae/Freddie Mac UNIFORM INSTRUMENT MERS
Form 3048 1/01 Page 1 of 15

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DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 24. Certain rules regarding the usage of words used in this document are also provided in Section 16.

(A) "Security Instrument" means this document, which is dated APRIL 22, 2004, together with all Riders to this document.

(B) "Borrower" is JAIME OLANDER AND PAMELA OLANDER, HUSBAND AND WIFE.

Borrower is the trustor under this Security Instrument.

(C) "Lender" is FIRST INDEPENDENT MORTGAGE COMPANY.

Lender is a WASHINGTON CORPORATION

organized

and existing under the laws of WASHINGTON.

Lender's address is 110 110TH AVENUE NE #520, BELLEVUE, WASHINGTON 98004.

(D) "Trustee" is STEWART TITLE
2721 WETMORE AVE, EVERETT, WASHINGTON 98201.

(E) "MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as a nominee for Lender and Lender's successors and assigns. MERS is the beneficiary under this Security Instrument. MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P O Box 2028, Fitch, MI 48501-2028, tel (888) 679-MERS.

(F) "Note" means the promissory note signed by Borrower and dated APRIL 22, 2004. The Note states that Borrower owes Lender TWO HUNDRED SEVENTY THOUSAND SEVEN HUNDRED FIFTY AND 00/100 Dollars (U.S. \$ 270,750.00) plus interest. Borrower has to pay this debt in regular Periodic Payments and to pay the debt in full not later than MAY 1, 2034.

(G) "Property" means the property that is described below under the heading "Transfer of Rights in the Property."

(H) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.

(I) "Riders" means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower [check box as applicable]:

- | | | |
|--|---|---|
| <input type="checkbox"/> Adjustable Rate Rider | <input type="checkbox"/> Condominium Rider | <input type="checkbox"/> Second Home Rider |
| <input type="checkbox"/> Balloon Rider | <input type="checkbox"/> Planned Unit Development Rider | <input type="checkbox"/> Other(s) [specify] |
| <input type="checkbox"/> 1-4 Family Rider | <input type="checkbox"/> Biweekly Payment Rider | |

(J) "Applicable Law" means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.

Borrower Initials

JO PO

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(K) "Condominium Association Dues, Fees, and Assessments" means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.

(L) "Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.

(M) "Escrow Items" means those items that are described in Section 3.

(N) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for (i) damage to, or destruction of, the Property, (ii) condemnation or other taking of all or any part of the Property, (iii) conveyance in lieu of condemnation, or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.

(O) "Mortgage Insurance" means insurance protecting Lender against the nonpayment of, or default on, the Loan.

(P) "Periodic Payment" means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3 of this Security Instrument.

(Q) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. §2601 et seq.) and its implementing regulation, Regulation X (24 C.F.R. Part 350), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.

(R) "Successor in Interest of Borrower" means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.

TRANSFER OF RIGHTS IN THE PROPERTY

The beneficiary of this Security Instrument is MERS (solely as nominee for Lender and Lender's successors and assigns) and the successors and assigns of MERS. This Security Instrument secures to Lender (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note, and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in the

COUNTY

of SNOHOMISH

(Type of Recording Jurisdiction)

(Name of Recording Jurisdiction)

LOT(S) 23 AND 24, BLOCK 214, BAILEY ADDITION TO EVERETT, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 9 OF PLATS, PAGE(S) 78, RECORDS OF SNOHOMISH COUNTY, WASHINGTON. SITUATE IN THE COUNTY OF SNOHOMISH, STATE OF WASHINGTON.
A P N #. 00385421402300

Borrower Initials JO PO

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BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any Rider executed by Borrower and recorded with it

 (Seal)  (Seal)
JAIME OLANDER - Borrower PAMELA OLANDER - Borrower

____ (Seal) _____ (Seal)
- Borrower - Borrower

____ (Seal) _____ (Seal)
- Borrower - Borrower

Witness

Witness

WASHINGTON--Single Family
Fannie Mae/Freddie Mac UNIFORM INSTRUMENT - MERS
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EXHIBIT 3

News > News Releases > 2008

FOR IMMEDIATE RELEASE

October 06, 2008

[back](#)***Attorney General McKenna says today's settlement will offer mortgage relief to nearly 10,000 Washingtonians, helping them avoid foreclosure***

SEATTLE--Attorney General Rob McKenna Monday announced a landmark settlement brokered by Washington and other states requiring sub-prime lender Countrywide Financial Corp. to provide loan modifications for as many as 395,000 borrowers nationwide. As a result, nearly 10,000 Washington homeowners will receive about \$200 million in payment relief.

After months of negotiation, requiring several trips to Chicago, McKenna and attorneys general representing several states reached agreement with Bank of America late Friday. Bank of America acquired Countrywide Financial on July 1, 2008.

"Yesterday at Mt. Zion Baptist church, I heard Rev. Dr. Sam McKinney say that congress had recently bailed out Wall Street, with pennies for Main Street and nothing for your street" McKenna said. "That's why I'm happy to announce real relief for thousands of local homeowners on the brink of foreclosure—and for some who have already lost their homes."

Updates for Countrywide Borrowers

For the latest information on Bank of America's Nationwide Homeownership Retention Program for Countrywide customers and relief for Washington consumers, see our Web site at: www.atg.wa.gov/countrywide.aspx

In the state of Washington, 42 percent of Countrywide's subprime hybrid adjustable rate mortgages (ARMS), 11 percent of pay-option ARMs, and 24 percent of largely fixed-rate subprime loans are delinquent.

Under the agreement, eligible borrowers will be able to modify the terms of their loans to make monthly payments more affordable. Modified loan terms will vary according to the circumstances of the borrower, but they may include an automatic freeze or reduction in interest rates, conversion to fixed-term loans, and refinancing or reduction of principal owed.

First-year payments of principal, interest, taxes and insurance (PITI) will be targeted under the modifications to equate to 34 to 42 percent of the borrower's income.

The settlement resolves allegations that Countrywide employed unfair and deceptive tactics in its loan-origination and servicing activities – and that borrowers often were put in structurally unfair and unaffordable loans. Countrywide is the largest provider of sub-prime mortgages in the U.S.

Bank of America / Countrywide also will pay \$150 million to states nationwide in a Foreclosure Relief Program for eligible Countrywide customers who suffered foreclosure or who have made only minimal payments since their mortgages were originated. The states may use up to half of those funds for programs aimed at preventing foreclosures. Bank of America / Countrywide also will pay up to \$70 million nationwide in payments for relocation assistance to borrowers unable to retain their homes, and will waive up to \$60-\$80 million in prepayment penalties and default fees.

"Today's agreement will help eligible Washingtonians keep their homes," McKenna said. "As we've seen in the recent financial downturn, home foreclosures have a big impact on the economic health of our country and our state. Helping Washingtonians pay their mortgages and stay in their homes is the right thing to do for our citizens and for our economy."

More details and background:

Countrywide said the loan modification program will be ready for implementation by December 1, 2008, and that the company would engage in proactive outreach to eligible customers at that point. Countrywide also noted that foreclosure sales will not be initiated or advanced for borrowers likely to qualify until Countrywide has made an affirmative decision on a borrower's eligibility.

Countrywide said the loan modification program was designed to achieve affordable and sustainable mortgage payments for borrowers who financed their homes with subprime loans or pay option adjustable rate mortgages serviced by Countrywide and originated prior to Dec. 31, 2007, and who are seriously delinquent or are likely to become seriously delinquent as a result of loan features, such as interest rate re-sets or payment recasts.

Under the settlement, which does not constitute an admission of wrongdoing, Bank of America / Countrywide also agreed to:

- Stop offering pay option ARMs and significantly curtail offering "low-documentation" and "no-documentation" loans.
- Initiate an early identification and contact program for people who have trouble making their payments; and
- Continue working with non-profits, federal agencies, and state Attorneys General on ways to use REO (real estate owned) and other properties for community development.

The Bank of America / Countrywide settlement resolved investigations into Countrywide's lending practices by Washington, Arizona, Iowa, Ohio, and Texas. It also resolved lawsuits against Countrywide initiated by Illinois, California and Florida.

McKenna said he and his colleagues from Arizona, Ohio, Texas and Iowa were especially insistent about the loan modification program in extensive negotiations with Bank of America / Countrywide, and making the modification programs available quickly nationwide.

McKenna noted that a report issued last week by the "State Foreclosure Prevention Working Group" concluded that industry measures to keep homeowners out of foreclosure had slipped since the Group's previous report in April, and that nearly eight out of ten seriously delinquent homeowners are not on track for any loss mitigation outcome.

The group of state attorneys general and banking departments concluded: "The mortgage industry's failure to develop systematic approaches to prevent foreclosures has only spurred declines in property values and further increased expected losses on mortgage loan portfolios."

McKenna said of the Countrywide / Bank of America agreement Monday: "This agreement provides for the kind of loan modification program that homeowners need to hold on to their most important investments. Avoiding foreclosures also keeps our financial institutions solvent, provides a lifeline to our communities and neighborhoods, and breathes life into our overall economy by stabilizing the housing market."

{Update}: The final complaint and settlement documents filed in Thurston County Superior Court are available below:

COMPLAINT

CONSENT JUDGMENT

Media Contacts:

Kristin Alexander, AGO Media Relations Manager, (206) 464-6432

Dan Sytman, AGO Media Relations Manager, (360) 586-7842

EXHIBIT 4

Office of Attorney General Terry Goddard

**Terry Goddard Charges Bank of America with Mortgage Fraud**

(Phoenix, Ariz. - Dec. 17, 2010) Attorney General Terry Goddard announced that his Office today filed a lawsuit against Bank of America Corporation and its affiliated companies ("Bank of America") alleging violations of the Arizona Consumer Fraud Act and violations of the consent judgment entered in March 2009 between Arizona and the Countrywide companies owned by Bank of America.

The lawsuit, filed in Maricopa County Superior Court, was triggered by hundreds of consumer complaints and follows a year-long investigation into Bank of America's residential mortgage servicing practices, particularly its loan modification and foreclosure practices.

Goddard stated that Bank of America, the nation's largest residential mortgage loan servicer, should be leading the way out of the country's foreclosure crisis. Instead, he said, "Bank of America has been the slowest of all the servicers to ramp up loss mitigation efforts in response to the housing crisis. It has shown callous disregard for the devastating effects its servicing practices have had on individual borrowers and on the economy as a whole."

The complaint asks the court to hold the defendants in contempt for violating the consent judgment and to order them to pay restitution to eligible consumers and civil penalties, attorneys' fees, and costs of investigation to the State. It further asks the court to order the defendants to pay up to \$25,000 for each violation of the consent judgment and up to \$10,000 for each violation of the Arizona Consumer Fraud Act.

Goddard noted that Arizona has been particularly hard hit by the foreclosure crisis, as evidenced by recent reports ranking the state second behind Nevada in foreclosures. Nevada plans to file a similar lawsuit against Bank of America today.

The consent judgment was entered into on March 13, 2009 to resolve the Attorney General's allegations that Countrywide had engaged in widespread consumer fraud in originating and marketing mortgage loans. In the judgment, Countrywide agreed to develop and implement a loan modification program for certain former Countrywide borrowers in Arizona. Bank of America acquired Countrywide on July 1, 2008 and has assumed responsibility for Countrywide's compliance with the consent judgment.

The complaint filed today alleges that, since the consent judgment was entered, Bank of America has repeatedly violated the judgment's provisions related to loan modifications. Instead of providing the relief to which eligible homeowners were entitled, Bank of America has failed to make timely decisions on modification requests and proceeded with foreclosures while modification requests were pending in violation of the agreement.

The complaint also alleges that Bank of America has violated the Consumer Fraud Act by misleading Arizona consumers about its loss mitigation process and programs, including matters such as:

- Whether homeowners must be delinquent on their mortgage payments to be considered for a loan modification.
- How much time it would take to receive a decision from Bank of America on a modification request or a short sale request.
- Whether foreclosure would proceed while a modification or short sale request was pending, or while a homeowner was making trial payments.
 - Whether the homeowner had been approved for a loan modification.
 - Failure to provide valid reasons why the homeowner was declined for a modification.
- Whether the homeowner would be approved for a permanent modification if the consumer successfully made all trial modification payments.

As a result of Bank of America's deceptive practices, many homeowners who were already contending with other financial hardships have been led to unnecessarily deplete their dwindling savings in futile attempts to obtain the promised relief and save their homes. Many homeowners who tried to obtain a modification from Bank of America ended up owing more principal on their loans or having less equity (becoming more "underwater") in their homes. Others gave up their chances to pursue other financial options, such as short sales, while trying to modify their loans with Bank of America. These consumers endured months of frustrating delays, not knowing whether or when they would lose their homes. They called Bank of America and resubmitted their paperwork over and over again in futile efforts to get the help they were promised.

"I am filing this lawsuit today because, after years of delay and broken promises, Arizonans should not have to wait any longer to seek redress," Goddard stated. "Our homeowners and communities need and deserve relief. Bank of America must be held accountable for its deceptive conduct and failed commitments."

This case is being handled by Consumer Advocacy Division Chief Susan P. Segal and Assistant Attorney General Carolyn R. Matthews.

Goddard urged all homeowners who are in or are facing foreclosure to seek assistance as soon as possible. Homeowners can speak with a HUD-approved housing counselor by calling the Arizona Foreclosure Prevention Helpline toll-free at 1-877-448-1211. Borrowers who believe they have been the victim of mortgage fraud or other scams should contact the Attorney General's Office at (602) 542-5763 or by filing a complaint on the Attorney General's website, at www.azag.gov. Additional foreclosure prevention resources are also available on the Attorney General's website.

Copies of the 2009 consent judgment and today's complaint are attached. For additional information, contact Janey Pearl at (602) 542-8019.



Terry Goddard on Bank of America Mortgage Fraud.mp3



BoFAComplaint.pdf



FAQ's regarding the State's Lawsuit against Bank of America

COPY

DEC 17 2010



MICHAEL K. JEANES, CLERK
S. HACK
DEPUTY CLERK

1 Terry Goddard
Attorney General
2 (Firm State Bar No. 14000)
Susan P. Segal
3 Assistant Attorney General
State Bar No. 006098
4 Carolyn R. Matthews
Assistant Attorney General
5 State Bar No. 013953
Office of the Attorney General
6 1275 West Washington Street
Phoenix, AZ 85007-2926
7 consumer@azag.gov

8 Attorneys for Plaintiff

9
10 **IN THE SUPERIOR COURT OF THE STATE OF ARIZONA**

11 **IN AND FOR THE COUNTY OF MARICOPA**

12 STATE OF ARIZONA, *ex rel.* TERRY
13 GODDARD, Attorney General,

14 Plaintiff,

15 vs.

16 COUNTRYWIDE FINANCIAL CORPORATION,
a Delaware corporation; COUNTRYWIDE HOME
17 LOANS, INC., a New York corporation; FULL
SPECTRUM LENDING, INC., a California
18 corporation; BANK OF AMERICA
CORPORATION, a Delaware corporation; BANK
19 OF AMERICA, NATIONAL ASSOCIATION, a
national bank; BAC HOME LOANS SERVICING,
20 LP, a foreign limited partnership; RECONTRUST
COMPANY, N.A., a wholly-owned subsidiary of
21 Bank of America, N.A.; and BLACK
CORPORATIONS 1-10,

22 Defendants.
23

CV2010-033580
Case No.:

COMPLAINT

**(VIOLATIONS OF CONSENT
JUDGMENT AND VIOLATIONS
OF ARIZONA CONSUMER
FRAUD ACT)**

24
25 Plaintiff, the State of Arizona by its Attorney General Terry Goddard ("State" or
26 "Attorney General"), for its complaint, hereby alleges as follows in support of its claims that

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Corporations Division

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Corporations Division - Registration Data Search

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FIRST INDEPENDENT MORTGAGE COMPANY, INC.

UBI Number	601941805
Category	REG
Profit/Nonprofit	Profit
Active/Inactive	Inactive
State Of Incorporation	WA
WA Filing Date	03/24/1999
Expiration Date	03/31/2000
Inactive Date	06/19/2000
Registered Agent Information	
Agent Name	CORINNE T SEYMOUR
Address	12458 NE 180TH ST
City	WOODINVILLE
State	WA
ZIP	98072
Special Address Information	
Address	
City	

State

Zip

Governing Persons

Title	Name	Address
President	SEYMOUR , CORINNE	12456 NE 160TH ST WOODINVILLE , WA

[« Return to Search List](#)

Phone Numbers | Privacy Policy | Accessibility
Washington Secretary of State · Corporations Division
801 Capitol Way South
PO Box 40234, Olympia WA 98504-0234
(360) 725-0377

EXHIBIT 5

**DETAILED INFORMATION:**

Detailed information on the filing or licensee you selected is displayed below. To obtain additional information for Securities, Franchise & Business Opportunity filings, send an e-mail to the [Division of Securities](#). For additional information on Money Transmitter/Currency Exchangers, Mortgage Broker, Small Loans, Check Cashers/Check Sellers, Escrow Agent/Officer, Consumer Loan and Loan Originator filings, send an e-mail to [Division of Consumer Services](#). In either case, please include the file number in the subject line.

This information is up-to-date as of Monday, January 10, 2011.

By proceeding, you agree that the information provided will not be used for commercial purposes. See [RCW 42.56.070\(9\)](#).

Company Name	First Independent Mortgage Company
Trade name	
License Number	510-MB-19451-19452
License Type	Mortgage Broker (Branch)
Physical Address	12456 NE 160th St Woodinville, WA 98072
Main Phone Number	425-806-0564
Due Date	03/31/2004
Status	Office Closed
Bonding Company Information	
Bonding Number	

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File Filings and Applications: Filings or applications matching your search criteria are listed below. Click on the "file number" to view additional information. By proceeding, you agree that the information provided will not be used for commercial purposes. See RCW 42.56.070(9).

FILE #	TYPE	ADDRESS	NAME	COMPANY NAME	TRADE NAME/ISSUER NAME	STATUS
<u>19452</u>	Mortgage Broker (Branch)	12456 NE 160th St Woodinville, WA 98072		First Independent Mortgage Company		Office Closed
<u>27167</u>	Mortgage Broker (Main)	1220 Main St Vancouver, WA 98668-8904		First Independent Mortgage Company	1st Independent Mortgage Company	Office Closed
<u>27167</u>	Mortgage Broker (Main)	1220 Main St Vancouver, WA 98668-8904		First Independent Mortgage Company	FIMCO	Office Closed
<u>30878</u>	Mortgage Broker (Main)	11225 SE 6th St Ste 110 Bellevue, WA 98004		First Independent Mortgage Company	Pinnacle Lending Group	Office Closed
<u>30881</u>	Mortgage Broker (Branch)	11225 SE 6th St Ste 110 Bellevue, WA 98004		First Independent Mortgage Company	Pinnacle Lending Group	Office Closed
<u>30880</u>	Mortgage Broker (Branch)	11225 SE 6th St Ste 110 Bellevue, WA 98004		First Independent Mortgage Company	Pinnacle Lending Group	Office Closed
<u>19451</u>	Mortgage Broker (Main)	5285 SW Meadow Rd Ste 320 Lake Oswego, OR 97035		Mercury Construction Company	First Independent Mortgage Group	Office Closed

1 Page 1 of 1
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Disclaimers

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EXHIBIT 6

ELECTRONICALLY RECORDED
 201009031084 1
 09/03/2010 04:54 PM 14.00
 SNOHOMISH COUNTY, WASHINGTON

AND WHEN RECORDED MAIL DOCUMENT
 AND TAX STATEMENTS TO:
 BAC Home Loans Servicing, LP
 400 COUNTRYWIDE WAY SV-35
 SIMI VALLEY, CA 93065

TS No. 10-0105053

100515051

SPACE ABOVE THIS LINE FOR RECORDER'S USE

CORPORATION ASSIGNMENT OF DEED OF TRUST

FOR VALUE RECEIVED, THE UNDERSIGNED HEREBY GRANTS, ASSIGNS AND TRANSFERS TO:
BAC HOME LOANS SERVICING, LP FKA COUNTRYWIDE HOME LOANS SERVICING LP

ALL BENEFICIAL INTEREST UNDER THAT CERTAIN DEED OF TRUST DATED 04/22/2004, EXECUTED BY: JAIME OLANDER AND PAMELA OLANDER, HUSBAND AND WIFE, TRUSTOR: TO STEWART TITLE, TRUSTEE AND RECORDED AS INSTRUMENT NO. 200404300433 ON 04/30/2004, OF OFFICIAL RECORDS IN THE COUNTY RECORDER'S OFFICE OF SNOHOMISH COUNTY, IN THE STATE OF WASHINGTON.

DESCRIBING THE LAND THEREIN: AS MORE FULLY DESCRIBED IN SAID DEED OF TRUST TOGETHER WITH THE NOTE OR NOTES THEREIN DESCRIBED OR REFERRED TO, THE MONEY DUE AND TO BECOME DUE THEREON WITH INTEREST, AND ALL RIGHTS ACCRUED OR TO ACCRUE UNDER SAID DEED OF TRUST/MORTGAGE.

DATED: 9/1/10

MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC.

BY:

G. Hernandez

Assistant Secretary

State of: CALIFORNIA

County of: VENTURA

On SEP 2 2010

before me

G. Hernandez

AHMAD AFZAL

, notary public, personally appeared

satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

Witness my hand and official seal.

AHMAD AFZAL

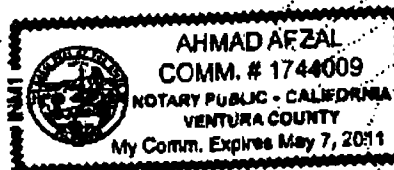


EXHIBIT 7

After recording return to
BAC Home Loans Servicing LP
400 COUNTRYWIDE WAY SV 35
SIMI VALLEY CA 93065

File No 2010 105053

Notice of Trustee's Sale

Pursuant To the Revised Code of Washington 61.24 et seq

NOTICE IS HEREBY GIVEN that the undersigned Trustee RECONTRUST COMPANY NA on January 21 2011 at 10:00 AM On the steps in front of the North entrance to the Snohomish County Courthouse 3000 Rockefeller Avenue Everett WA 98201 State of Washington (subject to any conditions imposed by the trustee to protect the lender and borrower) will sell at public auction to the highest and best bidder payable at time of sale the following described real property situated in the county(ies) of Snohomish State of Washington

Tax Parcel ID no 00386421402300

LOT (S) 23 AND 24 BLOCK 214 BAILEY ADDITION TO EVERETT ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 9 OF PLATS PAGE (S) 78 RECORDS OF SNOHOMISH COUNTY WASHINGTON SITUATE IN THE COUNTY OF SNOHOMISH STATE OF WASHINGTON

Commonly Known as 1014 RUCKER AVENUE EVERETT WA 98201

which is subject to that certain Deed of Trust dated 04/22/2004 recorded on 04/30/2004 under Auditor's File No 200404300433 and Deed of Trust re recorded on ___ under Auditor's File No ___ records of Snohomish County Washington from JAIME OLANDER AND PAMELA OLANDER HUSBAND AND WIFE as grantor to STEWART TITLE as Trustee to secure an obligation in favor of MORTGAGE ELECTRONIC REGISTRATION SYSTEMS INC as beneficiary the beneficial interest in which was assigned by MORTGAGE ELECTRONIC REGISTRATION SYSTEMS INC to BAC HOME LOANS SERVICING LP FKA COUNTRYWIDE HOME LOANS SERVICING LP under an Assignment/Successive Assignments recorded under Auditor's File No 201009031084

||

No action commenced by the Beneficiary of the Deed of Trust is now pending to seek satisfaction of the obligation in any court by reason of the Grantor's or Borrower's default on the obligation secured by the Deed of Trust

III

The Beneficiary alleges default of the Deed of Trust for failure to pay the following amounts now in arrears and/or other defaults

A Monthly Payments	\$42,380.76
B Late Charges	\$346.72
C Beneficiary Advances	\$75.00
D Suspense Balance	(\$.00)
E Other Fees	\$0.00
Total Arrears	<u>\$42,802.48</u>
F Trustee's Expenses (Itemization)	
Trustee's Fee	\$337.50
Title Report	\$735.00
Statutory Mailings	\$12.64
Recording Fees	\$128.00
Publication	\$750.00
Posting	\$200.00
Total Costs	<u>\$2,163.14</u>
Total Amount Due	<u>\$44,965.62</u>

Other potential defaults do not involve payment of the Beneficiary. If applicable, each of these defaults must also be cured. Listed below are categories of common defaults which do not involve payment of money to the Beneficiary. Opposite each such listed default is a brief description of the action/documentation necessary to cure the default. The list does not exhaust all possible other defaults; any defaults identified by Beneficiary or Trustee that are not listed below must also be cured.

OTHER DEFAULT	ACTION NECESSARY TO CURE
Nonpayment of Taxes/Assessments	Deliver to Trustee written proof that all taxes and assessments against the property are paid current.
Default under any senior lien	Deliver to Trustee written proof that all senior liens are paid current and that no other defaults exist.
Failure to insure property against hazard	Deliver to Trustee written proof that the property is insured against hazard as required by the Deed of Trust.
Waste	Cease and desist from committing waste; repair all damage to property and maintain property as required in Deed of Trust.
Unauthorized sale of property (Due on Sale)	Revert title to permitted vestee.

IV

The sum owing on the obligation secured by the Deed of Trust is: Principal Balance of \$254,134.07 together with interest as provided in the note or other instrument secured from 05/01/2009 and such other costs and fees as are due under the Note or other instrument secured and as are provided by statute.

V

The above-described real property will be sold to satisfy the expense of the sale and the obligation secured by the Deed of Trust as provided by statute. The sale will be made without warranty express or implied regarding title, possession or encumbrances on 01/21/2011. The default(s) referred to in paragraph III together with any subsequent payments, late charges, advances, costs and fee thereafter due, must be cured by 01/10/2011 (11 days before the sale date) to cause a discontinuance of the sale. The sale will be discontinued and terminated if at any time before the close of the Trustee's business on 01/10/2011 (11 days before the sale date) the default(s) as set forth in paragraph III together with any subsequent payments, late charges, advances, costs and fees thereafter due, is/are cured and the Trustee's fees and costs are paid. The sale may be terminated any time after 01/10/2011 (11 days before the sale date) and before the sale by the Borrower, Grantor, and Guarantor or the holder of any recorded junior lien or encumbrance paying the entire balance of principal and interest secured by the Deed of Trust plus costs, fees and advances, if any made pursuant to the terms of the obligation and/or Deed of Trust.

VI

A written notice of default was transmitted by the Beneficiary or Trustee to the Borrower and Grantor at the address(es) enclosed (See Attachment to section vi).

by both first class and either certified mail, return receipt requested, or registered mail on 09/01/2010, proof of which is in the possession of the Trustee, and on 09/03/2010 Grantor and Borrower were personally served with said written notice of default or the written notice of default was posted on a conspicuous place on the real property described in paragraph I above, and the Trustee has possession of such service or posting.

VII

The Trustee whose name and address is set forth below will provide in writing to anyone requesting it a statement of all foreclosure costs and trustee's fees due at any time prior to the sale.

VIII

The effect of the sale will be to deprive the Grantor and all those who hold by, through or under the Grantor of all their right, title and interest in the above-described property.

IX

Anyone having any objections to the sale on any grounds whatsoever will be afforded an opportunity to be heard as to those objections if they bring a lawsuit to restrain the sale pursuant to RCW 61.24.130. Failure to bring such a lawsuit may result in a waiver of any proper grounds for invalidating the Trustee's sale.

X

NOTICE TO OCCUPANTS OR TENANTS. The purchaser at the Trustee's Sale is entitled to possession of the property on the 20th day following the sale, as against the grantor under the deed of trust (the owner) and anyone having an interest junior to the deed of trust, including occupants who are not tenants. After the 20th day following the sale, the purchaser has the right to evict occupants who are not tenants by summary proceedings under Chapter 59.12 RCW. For tenant-occupied property, the purchaser shall provide a tenant with written notice in accordance with RCW 61.24.060 and/or any applicable Federal Law.

DATED October 04 2010

RECONTRUST COMPANY N.A



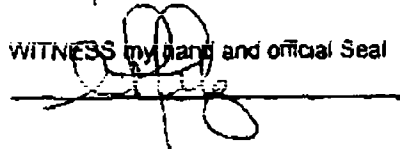
Its Assistant Secretary

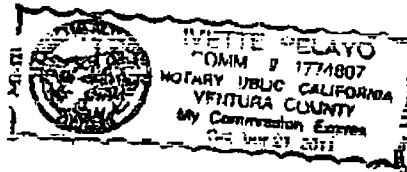
State of California

County of Ventura

On SEP 7 9 2010 before me Ivette Pelayo notary public
personally appeared ROSEANN BANCROFT personally known to
me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s)
is/are subscribed to within instrument and acknowledged to me that he/she/they executed the same
in his/her/their authorized capacity(ies) and that he/she/they executed the same in his/her/their
authorized capacity(ies) and that by his/her/their signature(s) on the instrument the person(s) or
the entity upon behalf of which the person(s) acted executed the instrument

WITNESS my hand and official Seal





RECONTRUST COMPANY N.A

P O Box 10284

Van Nuys CA 91410-0284

Phone (800) 281-8219

Agent for service of process

CT Corporation System

1801 West Bay Drive NW Ste 208

Olympia WA 98502

Phone (360) 357-9792

Client BAC Home Loans Servicing LP

File No 2010 105053

THIS FIRM IS ATTEMPTING TO COLLECT A DEBT ANY INFORMATION OBTAINED WILL
BE USED FOR THAT PURPOSE THE DEBT SET FORTH ON THIS NOTICE WILL BE
ASSUMED TO BE VALID UNLESS YOU DISPUTE THE DEBT BY PROVIDING THIS OFFICE
WITH A WRITTEN NOTICE OF YOUR DISPUTE WITHIN 30 DAYS OF YOUR RECEIPT OF
THIS NOTICE SETTING FORTH THE BASIS OF YOUR DISPUTE IF YOU DISPUTE THE
DEBT IN WRITING WITHIN 30 DAYS WE WILL OBTAIN AND MAIL VERIFICATION OF THE
DEBT TO YOU IF THE CREDITOR IDENTIFIED IN THIS NOTICE IS DIFFERENT THAN
YOUR ORIGINAL CREDITOR WE WILL PROVIDE YOU WITH THE NAME AND ADDRESS
OF THE ORIGINAL CREDITOR IF YOU REQUEST THIS INFORMATION IN WRITING WITHIN
30 DAYS

Attachment to section VI

PAMELA OLANDER
1014 Rucker Ave
Everett WA 98201 1515

PAMELA OLANDER
1014 Rucker Ave
Everett WA 98201 1515

JAIME OLANDER
1014 RUCKER AVENUE
EVERETT WA 98201

PAMELA OLANDER
1014 RUCKER AVENUE
EVERETT WA 98201

JAIME OLANDER
1014 Rucker Ave
Everett WA 98201 1515

JAIME OLANDER
1014 Rucker Ave
Everett WA 98201 1515

Exhibit 2

SUPERIOR COURT OF WASHINGTON FOR SNOHOMISH COUNTY

JAIME M. OLANDER, an individual,

Plaintiff,

v.

RECONTRUST CORPORATION, a foreign
corporation; BAC HOME LOANS
SERVICING LP, a foreign limited
partnership; and MORTGAGE
ELECTRONIC REGISTRATION
SYSTEMS, INC., a foreign corporation,

Defendants.

NO. 11-2-02284-4

NOTICE TO CLERK OF REMOVAL TO
FEDERAL COURT

TO: Clerk of Court, Snohomish County Superior Court;

AND TO: Plaintiff

NOTICE IS HEREBY GIVEN, pursuant to 28 United States Code section 1446(d) that, on February 1, 2011, defendants ReconTrust Company, N.A. (erroneously sued as "ReconTrust Corporation"), Mortgage Electronic Registration Systems, Inc., and BAC Home Loans Servicing, LP filed a Notice of Removal and supporting documents, a copy of which is attached to this notice, for removal of the above-entitled action to the United States District Court for the Western District of Washington at Seattle.

The removal terminates this Court's jurisdiction and all proceedings in this forum pursuant to 28 U.S.C. §§ 1332, 1441 and 1446.

NOTICE TO CLERK OF REMOVAL TO FEDERAL
COURT - 1

116589.0289/5012728.1

LANE POWELL PC
1420 FIFTH AVENUE, SUITE 4100
SEATTLE, WASHINGTON 98101-2338
206.223.7000 FAX: 206.223.7107

1 DATED: February 1, 2011

2
3 LANE POWELL PC

4
5 By 

6 John S. Devlin III, WSBA No. 23988
7 Jacob M. Downs, WSBA No. 37982
8 Attorneys for Defendants ReconTrust, BAC
9 Home Loans Servicing and MERS

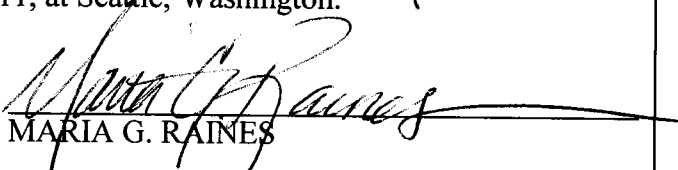
10
11
12 **DECLARATION OF SERVICE**

13 I, Maria G. Raines, hereby declare under penalty of perjury under the laws of the state
14 of Washington and the United States that I caused a true and correct copy of the foregoing to
15 be served on the party listed below and in the manner indicated:
16

17 Jaime M. Olander
18 Law Offices of Jaime M. Olander
19 318 Sixth Avenue South, Suite 100
20 Seattle, WA 98104
21 Tel: 425.760.0789
22 E-mail: jaimeolander@hotmail.com

☐ by CM/ECF
☐ by Electronic Mail
☐ by Facsimile Transmission
☐ by First Class Mail
☒ by Hand Delivery
☐ by Overnight Delivery

23 DATED this 1st day of February, 2011, at Seattle, Washington.

24
25
26 
MARIA G. RAINES

NOTICE TO CLERK OF REMOVAL TO FEDERAL
COURT - 2

116589.0289/5012728.1

LANE POWELL PC
1420 FIFTH AVENUE, SUITE 4100
SEATTLE, WASHINGTON 98101-2338
206.223.7000 FAX: 206.223.7107